

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ON PAR CONTRACTING CORP,

Plaintiffs,

08 CV 3329 (LAP)

-against-

THE DISTRICT COUNCIL OF NEW YORK CITY
AND VICINITY OF THE UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA and
JOHN DOES 1-50, unknown business entities that were
Signatories to the July 1, 2001 CBA,

ANSWER

Defendants.

-----X

Defendant, District Council of New York City and Vicinity of the United Brotherhood of
Carpenters and Joiners of America ("District Council"), by its attorneys, O'Dwyer & Bernstien,
LLP, as and for its answers to the complaint herein, alleges as follows:

1. Denies the allegations contained in paragraph "1" of the complaint except admits the first sentence thereof.
2. Denies the allegations contained in paragraph "2" of the complaint except admits the District Council has been involved in litigation initiated by the United States.
3. Denies the allegations contained in paragraph "3" of the complaint except admits the Court has jurisdiction under the LMRA.
4. Admits the allegations contained in paragraph "4" of the complaint; but denies knowledge or information sufficient to form a belief as to where Plaintiff's principal place of business is located.

5. Admits the allegations contained in paragraph "5" of the complaint except denies it oversees more than 20 constituent unions and denies the allegation that the District Council is engaged in an activity that affects commerce within the meaning of the Sherman Anti-Trust Act.

6. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "6" of the complaint.

7. Denies with respect to paragraph "7" that Plaintiff is entitled to trial by jury on all causes of action.

8. Admits the allegations contained in paragraph "8" of the complaint except denies the District Council has supervisory powers over all matters relating to its Local Unions.

9. Denies the allegations contained in paragraph "9" of the complaint.

10. Denies the allegations contained in paragraph "10" of the complaint.

11. Denies the allegations contained in paragraph "11" of the complaint except admits the first sentence thereof.

12. Admits the allegations contained in paragraph "12" of the complaint.

13. Denies the allegations contained in paragraph "13" of the complaint. Defendant respectfully refers this Court to the Consent Decree for its terms.

14. Denies the allegations contained in paragraph "14" except admits the Consent Decree addressed job referral procedures.

15. Admits the allegations contained in paragraph "15" of the complaint except denies referrals are based solely on length of time on the Out of Work List.

16. Admits the allegations contained in paragraph "16" of the complaint.

17. Denies the allegations contained in paragraph "17" of the complaint.

18. Denies the allegations contained in paragraph "18" of the complaint.

19. Denies the allegations contained in paragraph "19" of the complaint.

20. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "20" of the complaint except admits the District Council has negotiated CBAs including the July 1, 2001 CBA to which On Par was bound.

21. Denies the allegations contained in paragraph "21" of the complaint.

22. Denies the allegations contained in paragraph "22" of the complaint.

23. Denies the allegations contained in paragraph "23" of the complaint.

24. Denies the allegations contained in paragraph "24" of the complaint.

25. Denies the allegations contained in paragraph "25" of the complaint except denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's state of mind asserted in the second sentence thereof.

26. Denies the allegations contained in paragraph "26" of the complaint.

27. Denies the allegations contained in paragraph "27" of the complaint.

28. Admits the allegations contained in paragraph "28" of the complaint.

29. Defendant repeats and re-alleges each and every answer to paragraphs 1-28 as if set forth herein.

30. Denies the allegations contained in paragraph "30" of the complaint.

31. Denies the allegations contained in paragraph "31" of the complaint.

32. Denies the allegations contained in paragraph "32" of the complaint except admits the District Councils by-laws were amended pursuant to the Consent Decree.

33. Denies the allegations contained in paragraph "33" of the complaint.

34. Denies the allegations contained in paragraph "34" of the complaint.

35. Denies the allegations contained in paragraph "35" of the complaint.

36. Denies the allegations contained in paragraph "36" of the complaint.

37. Defendant repeats and re-alleges each and every answer to paragraphs 1-36 as if set forth herein.

38. Denies the allegations contained in paragraph "38" of the complaint.

39. Denies the allegations contained in paragraph "39" of the complaint.

40. Denies the allegations contained in paragraph "40" of the complaint.

41. Denies the allegations contained in paragraph "41" of the complaint.

42. Denies the allegations contained in paragraph "42" of the complaint.

43. Denies the allegations contained in paragraph "43" of the complaint.

44. Defendant repeats and re-alleges each and every answer to paragraphs 1-43 as if set forth herein.

45. Denies the allegations contained in paragraph "45" of the complaint.

46. Denies the allegations contained in paragraph "46" of the complaint.

47. Denies the allegations contained in paragraph "47" of the complaint.

48. Denies the allegations contained in paragraph "48" of the complaint.

49. Denies the allegations contained in paragraph "49" of the complaint.

50. Defendant repeats and re-alleges each and every answer to paragraphs 1-49 as if set forth herein.

51. Denies the allegations contained in paragraph "51" of the complaint.

52. Denies the allegations contained in paragraph "52" of the complaint.

53. Denies the allegations contained in paragraph "53" of the complaint.

54. Denies the allegations contained in paragraph "54" of the complaint.

55. Denies the allegations contained in paragraph "55" of the complaint.

56. Defendant repeats and re-alleges each and every answer to paragraphs 1-55 as if set forth herein.

57. Denies the allegations contained in paragraph "57" of the complaint.

58. Denies the allegations contained in paragraph "58" of the complaint.

59. Denies the allegations contained in paragraph "59" of the complaint.

60. Denies the allegations contained in paragraph "60" of the complaint.

61. Defendant repeats and re-alleges each and every answer to paragraphs 1-60 as if set forth herein.

62. Denies the allegations contained in paragraph "62" of the complaint.

63. Denies the allegations contained in paragraph "63" of the complaint.

64. Denies the allegations contained in paragraph "64" of the complaint.

65. Denies the allegations contained in paragraph "65" of the complaint.

66. Denies the allegations contained in paragraph "66" of the complaint.

67. Denies the allegations contained in paragraph "67" of the complaint.

AFFIRMATIVE DEFENSES

1. The complaint fails to state a cause of action against the District Council.
2. Plaintiff's claims are barred by the doctrines of res judicata and/or collateral estoppel.
3. Plaintiff's claims are subject to grievance and arbitration provisions of its Collective Bargaining Agreements with the District Council.
4. Plaintiff's claims are barred by the applicable statute of limitations.
5. Plaintiff's claims are barred by the doctrine of unclean hands.

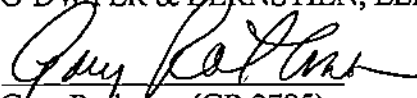
WHEREFORE, defendant District Council demands judgment dismissing the complaint, awarding attorneys' fees and costs, and awarding it such other and further relief as may be just in the premises.

Dated: New York, New York
May 6, 2008

Yours, etc.,

O'DWYER & BERNSTIEN, LLP

By:


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